

TOMAS C. LEON
(CA SBN 321117)
tommie@leon.law
(909) 616-5969
LEON LAW, LLP
1145 W. 55th Street
Los Angeles, CA 90037
Attorney for Plaintiff

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

GS HOLISTIC, LLC,
Plaintiff,

v.

MUHAMAD ZAID d/b/a Z & Z
TOBACCO SHOP and MUHAMAD
ZAID,
Defendant.

No. 8:23-cv-01301

**COMPLAINT FOR INJUNCTIVE
RELIEF AND DAMAGES**

The Plaintiff, GS HOLISTIC, LLC (hereinafter referred to as “GS”), by and through its undersigned counsel, hereby files this, its Complaint against the Defendants, MUHAMAD ZAID d/b/a Z & Z TOBACCO SHOP and MUHAMAD ZAID, and alleges, as follows:

Jurisdictional Allegations

1. This is a civil action against the Defendants for trademark infringement, counterfeiting, and false designation of origin and unfair competition, under the Lanham Act (15 U.S.C. § 1051 *et. seq.*).

3. This Court has personal jurisdiction over the Defendants because MUHAMAD ZAID d/b/a Z & Z TOBACCO SHOP is incorporated in and has its principal place of business in California. The MUHAMAD ZAID resides in California, and the Defendants regularly conduct and solicit business in the State of California (including in this Judicial District).

12

13

14
15
16
17
18
19
20

21

22

23

24

25

26
27
28

1 California, and has its principal place of business at 14311 Newport Ave #5682,
2 Tustin, CA 92780. Z & Z TOBACCO has engaged in the unlawful manufacture,
3 retail sale, and/or wholesale sales of counterfeit Stündenglass glass infusers.

4 7. At all times material to this Complaint, MUHAMAD ZAID owned,
5 managed, and/or operated Z & Z TOBACCO, and regularly exercised the authority
6 to purchase products for resale, decide which products Z & Z TOBACCO offered for
7 sale, to hire and fire employees, and controlled the finances and operations of Z & Z
8 TOBACCO.
9
10

11 **Facts Common to All Counts**

12 **A. The History of The Stündenglass Brand.**

13 8. Since 2020, GS has marketed and sold products using the well-known
14 trademark “Stündenglass.” The Stündenglass branded products, such as glass
15 infusers and accessories related thereto, are widely recognized nationally and
16 internationally. Indeed, the Stündenglass brand is one of the leading companies in
17 the industry, known for high quality and innovation of products.
18

19 9. For approximately two years, GS has worked to distinguish the
20 Stündenglass brand as the premier manufacturer of glass infusers by emphasizing the
21 brand’s unwavering use of quality materials and focusing on scientific principles
22 which facilitate a superior smoking experience. Stündenglass branded products
23 embody a painstaking attention to detail, which is evident in many facets of authentic
24 Stündenglass branded products. It is precisely because of the unyielding quest for
25
26
27
28

1 quality and unsurpassed innovation that Stündenglass branded products have a
2 significant following and appreciation amongst consumers in the United States and
3 internationally.

4 10. As a result of the continuous and extensive use of the trademark
5 “STÜNDENGLASS,” GS was granted both valid and subsisting federal statutory and
6 common law rights to the Stündenglass trademark.
7

8 11. GS is the rightful owner of United States trademarks, which are
9 registered on the Principal Register and have become incontestable within the
10 meaning of Section 15 of the Lanham Act, 15 U.S.C. § 1065. The following is a list
11 of GS’s federally registered trademarks:
12

13 a. U.S. Trademark Registration Number 6,633,884 for the standard
14 character mark “Stündenglass” in association with goods further identified in
15 registration in international class 011.
16

17 b. U.S. Trademark Registration Number 6,174,292 for the design
18 plus words mark “S” and its logo in association with goods further identified
19 in the registration in international class 034.

20 c. U.S. Trademark Registration Number 6,174,291 for the standard
21 character mark “Stündenglass” in association with goods further identified in
22 registration in international class 034.

23 12. The above U.S. registrations are valid, subsisting and in full force and
24 effect.

25 The Stündenglass Brand in the United States.
26
27
28

1 13. GS has used the Stündenglass Marks in commerce throughout the
2 United States, continuously, since 2020, in connection with the manufacturing of
3 glass infusers and accessories.

4 14. The Stündenglass Marks are distinctive to both the consuming public
5 and the Plaintiff's trade. GS's Stündenglass branded products are made from
6 superior materials. The superiority of Stündenglass branded products is not only
7 readily apparent to consumers, but to industry professionals as well.
8

9 15. The Stündenglass Trademarks are exclusive to GS and appear clearly
10 on GS's Stündenglass Products, as well as on the packaging and advertisements
11 related to the products. GS has expended substantial time, money, and other resources
12 in developing, advertising, and otherwise promoting and protecting these
13 Trademarks. As a result, products bearing GS's Stündenglass Trademarks are widely
14 recognized and exclusively associated by consumers, the public, and the trade as
15 being high-quality products sourced from GS.
16

17 16. GS's Stündenglass Products have become some of the most popular of
18 their kind in the world and have also been the subject of extensive unsolicited
19 publicity resulting from their high-quality and innovative designs. Because of these
20 and other factors, the GS brand, the Stündenglass brand, and GS's Stündenglass
21 Trademarks are famous throughout the United States.
22

23 17. Since 2020, GS has worked to build significant goodwill in the
24 Stündenglass brand in the United States. GS has spent substantial time, money, and
25

1 effort in developing consumer recognition and awareness of the Stündenglass brand,
2 via point of purchase materials, displays, through their websites, attending industry
3 trade shows, and through social media promotion.

4 18. In fact, the Stündenglass Products have been praised and recognized by
5 numerous online publications, as well as publications directed to the general public.

6 19. Due to the high quality of the brand and products, GS has collaborated
7 with numerous celebrities and companies to create collaborations for the
8 Stündenglass products.
9

10 20. GS sells its products under the Stündenglass Marks to authorized stores
11 in the United States, including in California. GS has approximately 3,000 authorized
12 stores in the United States selling its products. As such, Stündenglass branded
13 products reach a vast array of consumers throughout the country.
14

15 21. It is because of the recognized quality and innovation associated with
16 the Stündenglass Marks that consumers are willing to pay higher prices for genuine
17 Stündenglass products. For example, a Stündenglass brand glass infuser is priced at
18 \$599.95, while a non-Stündenglass branded product is also being sold for up to \$600,
19 with a range of \$199 to \$600.
20

21 22. It is exactly because of their higher sales value that Stündenglass
22 branded products are targeted by counterfeiters. These unscrupulous people and
23 entities tarnish the Stündenglass brand by unlawfully selling glass infusers that have
24 identical, or nearly identical, versions of the Stündenglass Marks affixed to products
25
26
27
28

1 that are made with inferior materials and technology, thereby leading to significant
2 illegitimate profits by store owners, such as MUHAMAD ZAID.

3 23. In essence, MUHAMAD ZAID misleads consumers by selling in their
4 stores low grade products that free ride on the goodwill of the Stündenglass brand,
5 and in turn, MUHAMAD ZAID reaps substantial ill-gotten profits. MUHAMAD
6 ZAID's conduct contributes to the complete flooding of the marketplace with
7 counterfeit products, which results in lost sales and damages to GS and irreparable
8 harm to the Stündenglass brand's image.
9

10
11 24. Unfortunately, the current U.S. marketplace is saturated with counterfeit
12 products – like those MUHAMAD ZAID through his store, Z & Z TOBACCO, has
13 sold. As such, GS has been forced to scrupulously enforce its rights in order to
14 protect the Stündenglass Marks against infringement. By exercising its Enforcement
15 Rights, GS has proactively and successfully policed the unauthorized use of the
16 Stündenglass Marks and/or counterfeit Stündenglass branded products nationwide.
17 GS has had to bear great expense to seek out and investigate suspected counterfeiters
18 in their attempt to clean up the marketplace.
19
20
21

22 **Defendants' Counterfeiting and Infringing Activities**

23 25. The Defendants have, without consent of GS, previously offered to sell
24 and sold within the United States commerce, glass infusers bearing reproductions,
25 counterfeits, copies and/or colorable imitations of the Stündenglass Trademarks that
26 were not made or authorized by GS. (Hereinafter the "Counterfeit Goods").
27
28

- 1
- 2
- 3
- 4
- 5
- 6

7
8
9
10

11
12
13
14
15

17
18
19

21
22
23

25
26
27

1 TOBACCO sold to GS's investigator was a Counterfeit Good with an Infringing
2 Mark affixed to it.

3 32. MUHAMAD ZAID authorized, directed, and/or participated in Z & Z
4 TOBACCO's offer for sale, in commerce, of the Counterfeit Goods. MUHAMAD
5 ZAID's acts were a moving, active, and/or conscious force behind Z & Z
6 TOBACCO's infringement of the Stündenglass Trademarks.
7

8 33. The Defendants' use of the counterfeit Stündenglass Trademarks began
9 long after the registration of the Stündenglass Trademarks. GS nor any of its
10 authorized agents have consented to the Defendants' use of the Stündenglass
11 Trademarks, or any use of reproductions, counterfeits, copies and/or colorable
12 imitations thereof.
13

14 34. The unauthorized sale by Z & Z TOBACCO, under the authority,
15 direction and/or participation of MUHAMAD ZAID, of the Counterfeit Good(s) was
16 an unlawful act in violation of the Lanham Act.
17

18 35. The offer for sale by the Defendants of the Counterfeit Good(s) bearing
19 GS's Trademarks has caused GS to suffer losses and has caused damage to the
20 goodwill and reputation associated with the Stündenglass Trademarks, which are
21 owned by GS.
22

23 36. Z & Z TOBACCO's use of the Stündenglass Marks includes displaying,
24 selling, and/or offering for sale unauthorized copies of Stündenglass branded
25 products. Z & Z TOBACCO's offering to sell, and the sale of the Stündenglass
26 products.
27

1 counterfeit products, bearing the Infringing Mark in this manner, was, and is, likely
2 to cause confusion or to cause mistake and/or deceive consumers who purchase the
3 Counterfeit Goods.

4 37. Z & Z TOBACCO used images and names identical to or confusingly
5 similar to the Stündenglass Marks, to confuse customers and aid in the promotion
6 and sales of Counterfeit Goods under the Infringing Mark.
7

8 38. The Infringing Mark affixed to the Counterfeit Goods that Z & Z
9 TOBACCO has distributed, provided, marketed, advertised, promoted, offered for
10 sale, and/or sold, is confusingly identical or similar to the Stündenglass Marks that
11 GS affixes to its glass infusers.
12

13 39. The glass infusers that Z & Z TOBACCO sells and offers for sale under
14 the Infringing Mark are made of substantially inferior materials and inferior
15 technology as compared to genuine Stündenglass brand products.
16

17 40. Z & Z TOBACCO has distributed, provided, marketed, advertised,
18 promoted, offered for sale, and sold its water pipes under the Infringing Mark through
19 its retail convenience store.
20

21 41. Upon information and belief, Z & Z TOBACCO has marketed,
22 advertised, and promoted its Counterfeit Goods under the Infringing Mark through
23 point of purchase displays, and/or its website, and/or via social media promotion.
24

25 42. Z & Z TOBACCO and MUHAMAD ZAID's infringing acts as alleged
26 herein have caused and are likely to cause confusion, mistake, and deception among
27
28

1 the relevant consuming public as to the source or origin of the Counterfeit Goods
2 sold by Z & Z TOBACCO, and are likely to deceive, and have deceived, the relevant
3 consuming public into mistakenly believing that the Counterfeit Goods sold by Z &
4 Z TOBACCO originate from, are associated or affiliated with, or otherwise
5 authorized by GS.
6

7 43. Z & Z TOBACCO and MUHAMAD ZAID's acts are willful with the
8 deliberate intent to trade on the goodwill of the Stündenglass Marks, cause confusion
9 and deception in the marketplace, and divert potential sales of the Plaintiff's glass
10 infusers to Z & Z TOBACCO.
11

12 44. Z & Z TOBACCO and MUHAMAD ZAID's acts are causing and,
13 unless restrained, will continue to cause damage and immediate irreparable harm to
14 GS, the Stündenglass Marks, and to its valuable reputation and goodwill with the
15 consuming public for which GS has no adequate remedy at law.
16
17

18 45. As a proximate result of the unfair advantage accruing to MUHAMAD
19 ZAID and Z & Z TOBACCO's business from deceptively trading on GS's
20 advertising, sales, and consumer recognition, MUHAMAD ZAID and Z & Z
21 TOBACCO has made and will continue to make substantial profits and gains to
22 which they are not in law or equity entitled.
23
24

25 46. The injuries and damages sustained by GS has been directly and
26 proximately caused by Z & Z TOBACCO and MUHAMAD ZAID's wrongful
27 advertisement, promotion, distribution, sale and offers for sale of their goods bearing
28

infringements or counterfeits of the Stündenglass Marks.

47. Through such business activities, MUHAMAD ZAID and Z & Z TOBACCO purposefully derived direct benefits from its interstate commerce activities by targeting foreseeable purchasers in the State of California, and in doing so, have knowingly harmed GS.

48. Furthermore, the sale and distribution of Counterfeit Goods by Z & Z TOBACCO has infringed upon the above-identified federally registered trademarks.

49. The spurious marks or designations used by Z & Z TOBACCO in interstate commerce are identical with, or substantially indistinguishable from, the Stündenglass Marks on goods covered by the Stündenglass Marks. Such use therefore creates a false affiliation between Z & Z TOBACCO, GS, and the Stündenglass Marks.

50. Due to the actions of MUHAMAD ZAID and Z & Z TOBACCO, GS has been forced to retain the undersigned counsel and pay the costs of bringing an action forward. The MUHAMAD ZAID and Z & Z TOBACCO should be responsible for paying GS's reasonable costs of the action.

51. MUHAMAD ZAID and Z & Z TOBACCO's acts have damaged, and will continue to damage GS, and GS has no adequate remedy at law.

52. Moreover, Z & Z TOBACCO and MUHAMAD ZAID's wrongful acts will continue unless enjoined by the Court. Accordingly, MUHAMAD ZAID and Z & Z TOBACCO must be restrained and enjoined from any further counterfeiting or

infringement of the Stündenglass Marks.

Count One
Federal Trademark Counterfeiting and Infringement, 15 U.S.C. § 1114

53. The Plaintiff avers Paragraphs 1 through 52, which are stated above and incorporate the allegations therein, as though they are fully restated and incorporated in this Count by reference.

54. GS owns the federally registered Stündenglass Trademarks, as set forth in more detail in the foregoing paragraphs.

55. The Defendants, without authorization from GS, have used in commerce spurious designations that are identical with, or substantially indistinguishable from, the Stündenglass Trademarks on the same goods covered by the Stündenglass Trademarks.

56. The Defendants' unauthorized use of counterfeit marks of the registered Stündenglass Trademarks on and in connection with the Defendants' offer(s) for sale in commerce is likely to cause confusion or mistake in the minds of the public.

57. The Defendants' conduct as alleged herein is willful and intended to cause confusion, mistake, or deception as to the affiliation, connection, or association of the Defendants, with GS or the Stündenglass Trademarks.

58. The Defendants' acts constitute willful trademark infringement in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114.

59. The Defendants' actions constitute the use by the Defendants of one or

more “counterfeit mark(s)” as defined in 15 U.S.C. § 1116(d)(1)(B).

60. The Defendants’ use in commerce of the counterfeit Stündenglass Trademarks has resulted in lost profits and business to GS, which are difficult to determine. The Defendants have also, by selling counterfeit Stündenglass products, caused considerable damage to the goodwill of the Stündenglass Trademarks, and diminished the brand recognition of the Stündenglass Trademarks by introducing counterfeit products into the marketplace.

61. By reason of the foregoing, the Plaintiff is entitled to, among other relief, injunctive relief, an award of statutory damages, and costs of the action under Sections 34 and 35 of the Lanham Act, 15 U.S.C. §§ 1116, 1117, together with prejudgment and post-judgment interest.

WHEREFORE, the Plaintiff, GS HOLISTIC, LLC, respectfully requests that this Court find in favor of the Plaintiff and against the Defendant jointly and severally for the OWNER, and other officers, and directors, for the knowing participation in the counterfeiting activities of MUHAMAD ZAID, awarding the Plaintiff statutory damages pursuant to 15 U.S.C. § 1117, treble damages pursuant to 15 U.S.C. § 1117(b), the costs of suit, and any further relief that this Court may deem just and proper.

Count Two
Federal False Designation of Origin and Unfair Competition,
15 U.S.C. § 1125(a)

62. The Plaintiff avers Paragraphs 1 through 52, which are stated above and

1 incorporate the allegations therein, as though they are fully restated and incorporated
2 in this Count by reference.

3 63. GS owns the federally registered Stündenglass Trademarks, as set forth
4 in more detail in the foregoing paragraphs.
5

6 64. The Defendants, without authorization from GS, has used in commerce
7 spurious designations that are identical with, or substantially indistinguishable from,
8 the Stündenglass Trademarks on the same goods covered by the Stündenglass
9 Trademarks.
10

11 65. The Defendants' unauthorized use of counterfeit marks of the registered
12 Stündenglass Trademarks on and in connection with the Defendants' offers for sale
13 in commerce is likely to cause confusion or mistake in the minds of the public.
14

15 66. The Defendants' unauthorized use in commerce of the Stündenglass
16 Trademarks as alleged herein constitutes use of a false designation of origin and
17 misleading description and representation of fact in violation of Section 43(a) of the
18 Lanham Act, 15 U.S.C. § 1125(a).
19

20 67. The Defendants' conduct as alleged herein is willful and is intended to,
21 and is likely to, cause confusion, mistake, or deception as to the affiliation,
22 connection, or association of the Defendants, with GS or the Stündenglass
23 Trademarks.
24

25 68. The Defendants' conduct as alleged herein is causing immediate and
26 irreparable harm and injury to GS, and to the goodwill and reputation of the
27
28

Stündenglass Trademarks. Moreover, it will continue to cause damage GS and confuse the public unless enjoined by this Court.

69. GS has no adequate remedy at law.

70. By reason of the foregoing, the Plaintiff is entitled to, among other relief, injunctive relief, an award of statutory damages, and costs of the action under Sections 34 and 35 of the Lanham Act, 15 U.S.C. §§ 1116, 1117, together with prejudgment and post-judgment interest.

WHEREFORE, the Plaintiff, GS HOLISTIC, LLC, respectfully requests that this Court find in favor of the Plaintiff and against the Defendant jointly and severally for the OWNER, and other officers, and directors, for the knowing participation in the counterfeiting activities of MUHAMAD ZAID, awarding the Plaintiff statutory damages pursuant to 15 U.S.C. § 1117, treble damages pursuant to 15 U.S.C. § 1117(b), the costs of suit, and any further relief that this Court may deem just and proper.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff, GS HOLISTIC, LLC, respectfully requests the following relief against the Defendants, as follows:

1. With regard to Plaintiff's Count I for trademark infringement:
 - a. Statutory damages under 15 U.S.C. § 1117;
 - b. Treble damages under 15 U.S.C. § 1117(b);
 - c. Costs of suit; and

d. Joint and several liability for MUHAMAD ZAID, and other officers, and directors, for the knowing participation in the counterfeiting activities of MUHAMAD ZAID.

2. With regard to Plaintiff's Count II for false designation and unfair competition:

a. Statutory damages under 15 U.S.C. § 1117;

b. Treble damages under 15 U.S.C. § 1117(b);

c. Costs of suit; and

d. Joint and several liability for MUHAMAD ZAID, and other officers, and directors, for the knowing participation in the counterfeiting activities of MUHAMAD ZAID.

3. Preliminarily and permanently enjoining MUHAMAD ZAID and its agents, employees, officers, directors, owners, representatives, successor companies, related companies, and all persons acting in concert or participation with it from:

a. The import, export, making, manufacture, reproduction, assembly, use, acquisition, purchase, offer, sale, transfer, brokerage, consignment, distribution, storage, shipment licensing, development, display, delivery, marketing, advertising or promotion of the counterfeit Stündenglass product identified in the Complaint and any other unauthorized Stündenglass product, counterfeit, copy or colorful imitation thereof;

4. Pursuant to 15 U.S.C. § 1116(a), directing MUHAMAD ZAID to file with the Court and serve on the Plaintiff's within thirty (30) days after issuance of an injunction, a report in writing and under oath setting forth in detail the manner and form in which MUHAMAD ZAID has complied with the injunction;

1 5. For an order from the Court requiring that the Defendants provide
2 complete accountings and for equitable relief, including that the Defendants disgorge
3 and return or pay their ill-gotten gains obtained from the illegal transactions entered
4 into and/or pay restitution, including the amount of monies that should have been
5 paid if the Defendants had complied with their legal obligations, or as equity requires;
6

7 6. For an order from the Court that an asset freeze or constructive trust be
8 imposed on all monies and profits in the MUHAMAD ZAID's possession, which
9 rightfully belong to the Plaintiff;
10

11 7. Pursuant to 15 U.S.C. § 1118 requiring that the Defendants and all
12 others acting under the Defendants' authority, at its cost, be required to deliver up to
13 the Plaintiff for destruction all products, accessories, labels, signs, prints, packages,
14 wrappers, receptacles, advertisements, and other material in their possession, custody
15 or control bearing any of the Stündenglass Trademarks.
16
17

18 8. For any other and further relief as the Court may deem just and
19 equitable.
20

21 Date: July 19, 2023

22 Respectfully Submitted,
23 /s/ Tomas Carlos Leon.
24 Tomas Carlos Leon
25 CA Bar #321117
26 Leon Law LLP
27 1145 W. 55th Street
28 Los Angeles, California 90037
tommie@leon.law
Attorney for the Plaintiff